

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-3027-1DE5		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO		PAGE 1 OF 36			
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 034581, marsoccihj													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-04-R-1804		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> X NEGOTIATED (RFP)		6. SOLICITATION ISSUE DATE 2004 JAN 12					
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708 marsoccihj@npt.nuwc.navy.mil				CODE N66604		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE 334511</div> <div>SIZE STANDARD 750 employees</div> </div>							
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2004 FEB 25 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.													
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES MX-10624 Acoustic Windows													
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY CODE _____							
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____				PAS# _____				SCD _____					
14. PAYMENT WILL BE MADE BY CODE _____						14							
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>							
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE		22. AMOUNT	
		(SEE PAGE 2)											
DIST:													
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)			
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.													
26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS													
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED			

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO:

Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 591, Simonpietri Drive
Newport, RI 02841-1708

SOLICITATION NO.

N66604-04-R-1804

DATE AND LOCAL TIME

2004 FEB 25, 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B20 SUPPLIES/SERVICES AND PRICES – ID/R FFP

This is an Indefinite Delivery-Requirements contract with Firm Fixed Price provisions. Authorized Ordering Officers may issue orders for supplies or services in accordance with the schedule below. The Contractor shall perform in accordance with those orders.

Instructions to Offerors. Complete all Unit Price and Amount blocks below and return with your offer.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
<u>FIRST ARTICLE</u>					
0001	“First Article” MX-10624 Window	3	EA	\$_____	\$_____
0002	DATA in accordance with Exhibit “A”, Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<u>FIRST YEAR PRODUCTION</u>					
0003	MX-10624 Window	1-10	EA	\$_____	\$_____
0004	MX-10624 Window	11-25	EA	\$_____	\$_____
0005	MX-10624 Window	26-75	EA	\$_____	\$_____
0006	DATA in accordance with Exhibit “A”, Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
0007	MX-10624 Window Product Drawings and Associated Lists in accordance with Exhibit “A”	1	EA	\$_____	\$_____
0008	MX-10624 Window Technical Repair Standard in accordance with Exhibit “A”	1	EA	\$_____	\$_____
<u>SECOND YEAR PRODUCTION</u>					
0009	MX-10624 Window	1-10	EA	\$_____	\$_____
0010	MX-10624 Window	11-25	EA	\$_____	\$_____
0011	MX-10624 Window	26-75	EA	\$_____	\$_____
0012	DATA in accordance with Exhibit “A”, Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<u>THIRD YEAR PRODUCTION</u>					
0013	MX-10624 Window	1-10	EA	\$_____	\$_____
0014	MX-10624 Window	11-25	EA	\$_____	\$_____
0015	MX-10624 Window	26-75	EA	\$_____	\$_____
0016	DATA in accordance with Exhibit “A”, Contract Data	1	LO	NSP	NSP

Requirements List (CDRL), DD Form 1423

FOURTH YEAR PRODUCTION

0017	MX-10624 Window	1-10	EA	\$ _____	\$ _____
0018	MX-10624 Window	11-25	EA	\$ _____	\$ _____
0019	MX-10624 Window	26-75	EA	\$ _____	\$ _____
0020	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP

FIFTH YEAR PRODUCTION

0021	MX-10624 Window	1-9	EA	\$ _____	\$ _____
0022	MX-10624 Window	10-18	EA	\$ _____	\$ _____
0023	MX-10624 Window	19-27	EA	\$ _____	\$ _____
0024	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE

SUPPLIES to be furnished under the contract shall comply with the following Descriptions or Specifications:

<u>ATTACHMENT</u>	<u>DESCRIPTION/SPECIFICATION</u>	
1	Statement of Work for MX-10624 Window	Attached hereto
1A	Configuration Management Requirements for MX-10624 Window	Attached hereto
1B	Data and Documentation Available for Review and Inspection at Physical Configuration Audit (PCA Package)	Attached hereto
1C	Critical Item Product Specification for MX-10624 Window (Classified)	To be provided upon request from Contracting Officer

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #2, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C32 FIRST ARTICLE AS MANUFACTURING STANDARD

Each first article approved under this contract shall serve as the manufacturing standard for the corresponding production items delivered hereunder.

C50 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor

shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs, which may be assigned and which are not already in possession of the Contractor.

C53 ALL ITEMS - PRODUCTION PROGRESS REPORT (NAVSEA) (SEP 1992)

The Contractor shall prepare the DD Form 375 and DD Form 375c, Production Progress Report, in accordance with the instructions contained on the back of the DD Form 375.

SECTION D PACKAGING AND MARKING

D11X PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with MIL-STD-129P and marked in accordance with NAVSEA Drawing (53711-7335257), and MIL-STD-130K. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1D. The units shall be cushioned to prevent movement and damage. Each Window and associated shipping container shall be marked with:

Unit nomenclature,
"M/F 2F COG STOCK
'A' CONDITION",
Contract number,
Factory acceptance date,
Serial number,
Manufacturer's CAGE code,
National Stock Number (TBD)

The Window's shipping container shall contain test data card, a certificate of conformance and shall have shipping weight marked.

Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*
ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*
REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*
MARK FOR:

Ron Rego	2131	401-832-6447
Name	Code	Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D50 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

D51 WARRANTY NOTIFICATION FOR ITEMS (ALL PRODUCTION ITEMS) (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT (as specified in Block 2 of the cover page) TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THREE (3) YEARS FROM DATE OF UNCONDITIONAL ACCEPTANCE OR ONE (1) YEAR AFTER INSTALLATION. IF ITEM IS DEFECTIVE NOTIFY CODE 2131 AND PCO.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT fill-in: <u>ISO-9001-1994, ASQC Q9001-1994 Quality Systems – Models for Quality Assurance in Design/Development, Production, Installation and Servicing</u>	(FEB 1999)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E10X INSPECTION AND ACCEPTANCE AT DESTINATION - (FIRST ARTICLE UNITS ONLY)

(a) Inspection and acceptance of the furnished First Article Units shall be made at destination by the receiving activity designated in clause F18.

(b) The receiving activity shall execute acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF 1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

E11X INSPECTION AND ACCEPTANCE AT ORIGIN (PRODUCTION UNITS) (AUG 1999)

(a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: ____ (as designated in K15-6, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, paragraph (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SCLINS: All
- (2) Period of Advance Notice: 15 working days
- (3) Method of Advance Notice: In Writing

(c) If the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

E15 WITNESS OF INSPECTION OR TESTS

Because of the critical nature of the material being furnished hereunder, a representative of the Naval Undersea Warfare Center Division, Newport is available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative. The Contractor agrees to notify the DCMA Representative and NUWC Code 2131 Ron Rego, in writing, when the material will be inspected and/or tested. A minimum of seven working days is required to arrange such a visit.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-29	F.O.B. ORIGIN	(JUN 1988)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F10X DELIVERY AT ORIGIN – GBL (ALL PRODUCTION UNITS)

(a) The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Origin (FAR 52.247-29), free of expense to the Government, F.O.B. carriers equipment, wharf, or freight station located at or near *

for shipment at Government expense, except as provided in FAR 52.247-29(c) to the following destination:

NAVSEA Detachment, Consolidated Stock Point
Material Representative (East)
Cheatham Annex, Building 13
108 Sandra Drive
Williamsburg, VA 23185-8792
Tel: (757) 887-7113
Fax: (757) 877-7211

(b) The mode of transportation, type of vehicle and exact place of delivery at or near F.O.B. origin point named above shall be specified by the Government at the time of shipment.

(c) Partial shipments are authorized.

* Offeror shall fill in location.

F18X DELIVERY AT DESTINATION (AUG 1999) - (FIRST ARTICLE UNITS ONLY)

The First Article Units to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708
Attention: Code 2131, Gerry Roche

F20 PERFORMANCE PERIOD (SEP 2001)

(a) For planning and proposal purposes this contract will become effective on April 01, 2004. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F23 DELIVERY OF DATA – ID/R (SEP 2001)

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

F50 PRODUCTION PROGRESS REPORT SCHEDULE (FEB 2001)

(a) Production Progress Reports, DD Form 375, (provided as GFI), (see SOW para 3.11), shall be delivered within ten days after the first day of each month, starting ten days after the first full month after contract award. Deliveries shall continue for each succeeding month until all material ordered under the contract has been delivered.

(b) Submit two copies to NUWCDIVNPT: one copy to Gerry Roche, Code 2131, and one copy to Ronald J. Rego, Code 2131. Submit three (3) copies to the cognizant Contract Administration Office.

F11X-8 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>DELIVERY SCHEDULE</u>
First Article Units	All	180 Calendar Days after date of contract.
Production Units – First Year	TBD	When ordered, 180 Calendar Days commencing after successful First Article Acceptance Test (FAAT) by the Government or, 180 Calendar Days after receipt of order if First Article is waived – See Note 1 below.
Production Units – Subsequent Years	TBD	180 Calendar Days after receipt of order – See Note 1 below.

Note 1: If the supplier has open production orders from prior orders for the same unit, deliveries shall be made in numerical order, starting with order 0001.

(b) Maximum required production rate: Notwithstanding other requirements of this contract, delivery shall be considered timely if the contractor delivers a minimum of five units per month.

(c) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY SCHEDULE

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: H. J. Marsocci
Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913
Simonpietri Drive
Newport, RI 02841-1708
Telephone: Commercial: 401-832-1582; DSN: 432-1582_
Email: marsoccihj@npt.nuwc.navy.mil

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G24 DELAY IN DELIVERY NOTIFICATION

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999)

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

(1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.

(2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.

(3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or

components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

G40 TRANSPORTATION ACCOUNTING CODE

Government Bills of Lading shall use the following Transportation Accounting Code (TAC): N128.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H29 ORDERING (MAY 2002)

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. See FAR 52.216-18 for additional information.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) CLIN to be delivered
- (5) Exact place of pickup or delivery
- (6) DD Form 1423, Contract Data Requirements List, if applicable
- (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.216-18	ORDERING para.(a) fill-in: from <u>date of award</u> para.(a) fill-in: through <u>60 months thereafter</u>	(OCT 1995)
52.216-19	ORDER LIMITATIONS para.(a) fill-in: less than <u>1 unit</u> ; para.(b)(1) fill-in: in excess of <u>75 units</u> ; para.(b)(2) fill-in: in excess of <u>75 units</u> ; para.(b)(3) fill-in: within <u>180</u> days... para.(d) fill-in: within <u>14</u> days...	(OCT 1995)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUL 1996)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	(DEC 2001)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(JAN 1991)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-11	EXTRAS	(APR 1984)
52.232-16	PROGRESS PAYMENTS - ALT I (MAR 2000) para.(l) fill-in: <u>30th</u> day	(DEC 2002)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-2	PRODUCTION PROGRESS REPORTS	(APR 1991)
52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	(APR 1984)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2002)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	(MAY 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I09-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989)

(a) The Contractor shall deliver 3 units(s) of Lot/Item 0001 within 180 calendar days from the date of this contract to the Government at NUWC Division Newport, RI for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 180 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

132-900 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

___ a separate invoice for each activity designated to receive the supplies or services.

___ a consolidated invoice covering all shipments delivered under an individual order.

X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

I46-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (FAR 52.246-19) (MAY 2001)

(a) *Definitions.* As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) *Contractor's obligations.*

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor **three (3) years from date of unconditional acceptance or one (1) year after installation**.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within **30 days after discovery of the defect**. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within **30 days** a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within **30 days** to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperfomed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the

f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) *Remedies available to the Government.*

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the Contractor's facility.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)

(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to --

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise --

(i) Obtain detailed recommendations for corrective action and either --

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

Contracting Officer will "X" paragraph (7) if it applies.

___ (7) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustments made under paragraph (b)(6) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract. *Alternate II (Apr 1984)*

Contracting Officer will "X" paragraph (8) if it applies.

___ (8) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

Alternate III (Apr 1984)

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	21

ATTACHMENT

1	Statement of Work for MX-10624 Window	11
1A	Configuration Management Requirements for MX-10624 Window	7
1B	Data and Documentation Available for Review and Inspection at Physical Configuration Audit (PCA Package)	3
1C	Critical Item Product Specification (CIPS) for MX-10624 Window (Classified document provided under separate cover)	-
2	DD Form 254, Contract Security Specification	3

Note: Requests for the CIPS (Attachment 1C) and the Production Engineering Drawing Package must be made by sending a written letter to H. J. Marsocci, Code 5913, Naval Undersea Warfare Center Division Newport, Bldg. 11, Simonpietri Drive, Newport, RI 02841-1708 or e-mail [marsoccihj@npt.nuwc.navy.mil]. Portions of the CIPS are classified CONFIDENTIAL and release is subject to DOD security review of requesting facility.

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I
(APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K25-003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
 - (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business

Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u> X </u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.232-13	NOTICE OF PROGRESS PAYMENTS	(APR 1984)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clause B20

Section F - Deliveries or Performance. Clauses F10X and F11X-8

Section G - Contract Administration Data. Clause G15

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clause L10

Section M - Evaluation Factors for Award. Clause M21

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L10 REQUEST FOR PROGRESS PAYMENTS

Bidder/Offerors shall indicate their need for Progress Payments by checking the block below:

☐ It is requested that any contract resulting from this solicitation contain provision for progress payments.

L12 DRAWINGS AND SPECIFICATIONS MAY BE RETAINED

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.

(b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L30X PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (MAR 2002)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

(i) Letter of Transmittal, if any

(ii) Original signed solicitation document with all the required fill-ins completed plus 2 copies ***Do not alter, disassemble, or punch holes in the solicitation document except to remove attached forms that must be completed and included in the proposal.***

(iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer. This part must be unclassified.

(iv) Volume II - Technical Proposal--Classified (if applicable). This part may include CLASSIFIED information which shall be sent under separate cover. *Offerors shall not include CLASSIFIED material in any other volume. If an offeror determines that it must provide CLASSIFIED material for the Government to evaluate its proposal, the offeror shall direct the classified material to Code 2131, Ronald J. Rego, Bldg. 113, via Code 5122. The classification of this proposal shall be no higher than CONFIDENTIAL. See Contract Security Classification Specification, DD Form 254, attached hereto. Classified material shall be submitted per Defensive Investigative Service procedures to arrive at NUWCDIVNPT by the closing date and time.*

(v) Volume III - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".

(vi) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	No Limit	Original plus 3 copies
Volume II – Technical (Classified Portion)	No Limit	Original plus 3 copies
Volume III - Cost	No Limit	Original plus 2 copies

Important Note: Offerors shall not include CLASSIFIED material in the volumes I and III.

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up

to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

(1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

(2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

(3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.

(4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L34X TECHNICAL PROPOSAL - COMPLEX ITEM (AUG 2001)

(a) Organization. The technical proposal shall include information and documentation in sufficient detail to clearly identify the offer's overall merit, divided in the following sections, in the order listed.

Technical Approach
Past Performance

(b) Technical Approach.

Fundamental Proposal Requirement:

The proposal must present the offeror's design, analysis of the design, analytical models and/or measured data, technical risk assessments, and other information in sufficient detail to demonstrate that the design will achieve the performance requirements of the Critical Item Product Specification (CIPS) and Statement of Work (SOW) with low technical and schedule risk. Providing actual test data vice analytical data, wherever possible, will be considered a strength of the proposal. "Discuss", "describe" or "address" means to demonstrate that the proposed technical solution is likely to meet the CIPS and SOW. Use of graphical data is encouraged where it can simplify or shorten the narrative.

Organization:

The Technical Proposal shall include information and documentation in sufficient detail to clearly identify the offeror's overall qualifications and shall be subdivided into the following sections, in the order listed (the Technical Proposal shall follow the following outline exactly):

1. Technical Approach

1.1. Overview

The offeror shall present a comprehensive overview of the proposed MX-10624 () Window Assembly design. Discuss choice of materials. Identify critical materials and justify their use. Provide a drawing of the MX-10624 () Window, including weight, external dimensions, and internal components. If Government-furnished information, material or equipment is required, specify and provide rationale for the benefit to the Government. Identify any aspects of the proposed design which do not conform to the requirements of the CIPS.

As part of the overview, provide a specification compliance matrix comparing MX-10624 () Window Critical Item Product Specification (CIPS) requirements to proposed performance.

1.2. Window Design/Configuration

1.2.1. Window

- i. Identify and define clearly the major components of the Window (e.g. mount, material, etc.)
- ii. Discuss performance stability with respect to temperature, hydrostatic pressure and shock.
- iii. Address size, weight, envelope dimensions, and provide a detailed illustration of the design.
- iv. If an existing design is being offered, identify it clearly and disclose any required modifications.

1.2.2. Materials

- i. Identify critical materials and justify their use.

1.3. Acoustic Analysis of Proposed Design

The offeror shall predict the anticipated acoustic performance of the MX-10624 () Window with analytical results and/or measured data to support the claims for predicted performance.

1.3.1. Predicted Performance

- i. Describe the predicted acoustic performance of the MX-10624 () Window including variations of these with temperature and/or pressure.
- ii. Clearly identify which performance predictions are based upon data, analysis or a combination.

1.3.2. Environmental Effects

- i. Discuss watertight integrity of the design and the effects of long-term immersion in seawater on the predicted life.
- ii. Discuss the effects of the following non-operating environmental extremes on variation of performance:
 - Storage temperature and pressure
 - Survival pressure
 - Explosive shock
 - Thermal Shock
 - Vibration

1.4. Technical Risk Assessment

Describe the overall risks and significant risk issues involved in the design, fabrication and testing of the MX-10624 () Window. Discuss backup approaches for high-risk areas.

1.5 Schedule/Work Plans

Present a detailed work plan, including a work breakdown structure (WBS), identifying the specific tasks (events) required to design, fabricate, and test the MX-10624 () Window first article and production assemblies described in the SOW.

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

- (a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

- (c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (MAY 2001)

- (a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) *Submission, modification, revision, and withdrawal of proposals.*

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
 - (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
 - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
 - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite Delivery, Requirements Contract with Firm Fixed Price Provisions resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M21 EVALUATION - GOVERNMENT TESTING OF FIRST ARTICLE

(a) If supplies identical or substantially identical to those called for herein have been previously furnished by the offeror and accepted by the Government, the requirement for first article approval may be waived by the Contracting Officer. The offeror shall indicate below the contracts under which supplies identical or substantially identical to those called for herein have been previously accepted by the Government:

Contract Numbers: _____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived. Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived.

(c) Subject to considerations of responsiveness of offers and responsibility of offerors, and subject to other evaluation factors provided for in this solicitation, offers will be evaluated on the basis of lowest cost to the Government whether or not such lowest cost involves waiver of first article requirements.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$200,000 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of a waiver, all clauses and references relating to the first article will not apply.

M32X EVALUATION FOR AWARD – BEST VALUE

Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the **Best Value** to the Government. Offers will be evaluated on each of the areas identified in the provisions in Section L entitled, Technical Proposal. The two evaluation factors listed below, **TECHNICAL CAPABILITY** and **TOTAL EVALUATED PRICE**, are in descending order of importance.

I. TECHNICAL CAPABILITY

Subfactor:

- a) Technical Approach
- b) Past Performance

NOTE: The Technical Capability subfactors above are essentially equal.

II. TOTAL EVALUATED PRICE

Technical Capability is significantly more important than Price. Although the Price is the less important evaluation factor, it is still important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

The Price will be evaluated as follows:

- The price for “First Article” Item 0001 will be included as proposed and including the evaluation cost for Government testing of First Article as specified in clause M21 (unless First Article is waived).
- For those line items with a single quantity, multiply the stated quantity by the unit price to derive the total evaluated line item amount. The following is an example:

		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0007	Product Drawings and Associated Lists	01	LO	\$1,000	\$1,000
0008	Technical Repair Standard	01	EA	\$1,500	\$1,500

The total evaluated line amount for line items 0007 and 0008 is \$2,500.00.

- For those line items with multiple quantities, multiply the unit price for each sub-line item (SLIN) by the maximum quantity to derive the amount for each SLIN. Total the amount for all SLINs and divide by the max quantity for all SLINs. Multiply the average unit price by the max quantity for the line item to arrive at the total evaluated price for each line item. The following is an example:

2nd YEAR		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0009	Production MX-10624 () Window	1-10	EA	\$1,000	\$9,000
0010	Production MX-10624 () Window	11-25	EA	\$975	\$17,550
0011	Production MX-10624 () Window	26-75	EA	\$950	\$25,650

The total amount \$52,200 is divided by the total quantity 110. This amount is multiplied by the largest possible quantity for the line item, which is 75. The following is the calculation:

$$\$52,200/110 = \$475.55$$

$$\$475.55 \times 75 = \$35,666.25$$

The total evaluated line item amount for 2nd YEAR Production MX-10624 () Window is \$35,666.25

- Add each line item amount to arrive at the Total Price for the contract.

In evaluating offers, the Contracting Officer will review the prices of the offeror's proposal to determine that they are fair and reasonable. The purpose of the evaluation is to:

- (1) Verify the offeror's understanding of the requirements,
- (2) Assess the degree to which the price proposal reflects the approaches and/or risk that the offeror will provide the supplies or services for the offered prices,
- (3) Assess the degree to which the price included in the price proposal accurately represents the work effort included in the technical proposal.

Past performance will be evaluated as an indicator of the offeror's expected future performance. The Contracting Officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. Offerors lacking relevant past performance history will be given a neutral rating.

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										<i>Form Approved</i> <i>OMB No. 0704-0188</i>				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.														
A. CONTRACT LINE ITEM NO.				B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X							
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR							
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM CONFIGURATION AUDIT PLAN					3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80556A				5. CONTRACT REFERENCE SEE BLOCK 16			6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D SEE BLK 16		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION						
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS														
BLK 5: SOW 3.4.2.1, APP A 4.4														
BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW.														
BLK 9: SEE ATTACHED ADDENDUM.														
BLK 10, 12: SUBMIT DRAFT FOR REVIEW NO LATER THAN 90 DAYS PRIOR TO SCHEDULED FCA AND PCA.														
BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.														
15. TOTAL														
3 3														
G. PREPARED BY 2131 Gerry Roche				H. DATE			I. APPROVED BY DEPT DATA MANAGER				J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188									
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D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR												
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM CONFERENCE MINUTES					3. SUBTITLE												
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A				5. CONTRACT REFERENCE SEE BLOCK 16			6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131												
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D SEE BLK 16		10. FREQUENCY SEE BLOCK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION a. ADDRESSEE <table><tr><td colspan="2">b. COPIES</td></tr><tr><td>Draft</td><td>Final</td></tr><tr><td>Reg</td><td>Repr</td></tr></table>						b. COPIES		Draft	Final	Reg	Repr
b. COPIES																			
Draft	Final																		
Reg	Repr																		
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16															
16. REMARKS BLK 5: SOW 3.4.2.2, 3.12, APP A 4.4, 4.4.1 BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12 & 13: SUBMIT NOT LATER THAN 15 DAYS AFTER COMPLETION OF EACH PROGRAM REVIEW OR CONFERENCE (SCHEDULE GFI) .								2131 Gerry Roche		0	1								
								2131 RON REGO		0	1								
								LOCAL DCAS		0	1								
15. TOTAL								0	3										
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER				J. DATE									

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM MX 10624		E. CONTRACT/PR NO. N66604-3027-1DE5		F. CONTRACTOR			
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM CONFIGURATION AUDIT SUMMARY REPORT			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81022C		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A	SEE BLK 16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repr
16. REMARKS BLK 5: SOW 3.4.2.3, APP A 4.4.3.3, 4.4.3.5 BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12: SUBMIT DRAFT FOR REVIEW NOT LATER THAN 15 DAYS AFTER COMPLETION OF FCA/PCA. BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.				2131 Gerry Roche		1	1
				2131 RON REGO		1	1
				LOCAL DCAS		1	1
				15. TOTAL		3	3
G. PREPARED BY 2131 Gerry Roche		H. DATE		I. APPROVED BY DEPT DATA MANAGER		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

[illegible]

[illegible]

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.												
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X						
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR					
1. DATA ITEM NO. A009		2. TITLE OF DATA ITEM REQUEST FOR NOMENCLATURE (DD FORM 61)				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81254A				5. CONTRACT REFERENCE SOW 3.4.4			6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION				
8. APP CODE A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE		b. COPIES		
16. REMARKS BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. APPROVAL IS FOR TECHNICAL CONTENT AS WELL. BLK 9: SEE ATTACHED ADDENDUM. BLK 12: SUBMIT CONCURRENT TO PHYSICAL CONFIGURATION AUDIT (PCA). BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.								2131 Gerry Roche		1	1	
								2131 RON REGO		1	1	
								LOCAL DCAS		1	1	
15. TOTAL								3	3			
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER			J. DATE			

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D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR							
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM TEST PROCEDURE					3. SUBTITLE FIRST ARTICLE TEST PROCEDURE							
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603				5. CONTRACT REFERENCE SOW 3.7.2			6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE				b. COPIES				
										Draft		Final		
										Reg		Repr		
16. REMARKS BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 12: SUBMIT DRAFT FOR REVIEW NOT LATER THAN 60 DAYS PRIOR TO START OF FA PRODUCTION. BLK 13: SUBMIT FINAL FOR ACCEPTANCE 30 DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS. SUBMIT ADDITIONAL UPDATES REQUIRED TO REFLECT ENGINEERING CHANGE PROPOSALS NOT LATER THAN 30 DAYS AFTER ECP APPROVAL.								2131 Gerry Roche				1	1	
								2131 RON REGO				1	1	
								LOCAL DCAS				1	1	
15. TOTAL								3	3					
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER				J. DATE				

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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X							
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR							
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM TEST PROCEDURE					3. SUBTITLE PLANT ACCEPTANCE TEST PROCEDURE							
4. AUTHORITY <i>(Data Acquisition Document No.)</i> DI-NDTI-80603				5. CONTRACT REFERENCE SOW 3.8.2.2			6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION						
8. APP CODE A		D		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 12: SUBMIT NOT LATER THAN 90 DAYS PRIOR TO START OF PLANT ACCEPTANCE TESTING. BLK 13: SUBMIT FINAL FOR APPROVAL NOT LATER THAN 30 DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS.								2131 Gerry Roche			1	1		
								2131 RON REGO			1	1		
								LOCAL DCMC			1	1		
15. TOTAL								3	3					
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER				J. DATE				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X						
D. SYSTEM/ITEM MX 10624			E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR					
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM TEST/INSPECTION REPORT				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE SOW 3.7.3, 3.8.2.3			6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 10 DARP		a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repr	
16. REMARKS BLK 9: SEE ATTACHED ADDENDUM. BLK 12: SUBMIT NOT LATER THAN 30 DAYS AFTER BEGINNING PRODUCTION.						2131 Gerry Roche		1			
						2131 RON REGO		1			
						LOCAL DCAS		1			
15. TOTAL								3			
G. PREPARED BY 2131 Gerry Roche			H. DATE		I. APPROVED BY DEPT DATA MANAGER			J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO.			B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X						
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR					
1. DATA ITEM NO. A013		2. TITLE OF DATA ITEM TEST DATA CARDS FOR TRANSDUCERS & HYDROPHONES				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-GDRQ-81048				5. CONTRACT REFERENCE SOW 3.8.4			6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION				
8. APP CODE N/A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES		
								Draft		Final		
								Reg		Repr.		
16. REMARKS BLK 9: SEE ATTACHED ADDENDUM. BLKS 10, 12 & 13: THE APPLICABLE TEST DATA CARD SHALL BE PACKED WITH ITS ASSOCIATED HARDWARE AT THE TIME OF SHIPMENT. A SET OF TEST DATA CARDS SHALL BE SENT TO EACH ADDRESSEE AT THE TIME OF SHIPMENT.								2131 Gerry Roche		0	1	
								2131 RON REGO		0	1	
								LOCAL DCAS		0	1	
								15. TOTAL				
G. PREPARED BY 2131 Gerry Roche			H. DATE			I. APPROVED BY DEPT DATA MANAGER			J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM MX 10624		E. CONTRACT/PR NO. N66604-3027-1DE5		F. CONTRACTOR			
1. DATA ITEM NO. A014	2. TITLE OF DATA ITEM FAILURE SUMMARY AND ANALYSIS REPORT			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-80255		5. CONTRACT REFERENCE SOW 3.6.1, 3.8.5		6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A	SEE BLK 16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 10 DARC	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repr
16. REMARKS BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 10 & 12: REPORTS SHALL BE SUBMITTED NOT LATER THAN 10 DAYS AFTER EACH FAILURE. BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.				2131 Gerry Roche		1	1
				2131 RON REGO		1	1
				LOCAL DCAS		1	1
				15. TOTAL		3	3
G. PREPARED BY 2131 Gerry Roche		H. DATE		I. APPROVED BY DEPT DATA MANAGER		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188						
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X									
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR									
1. DATA ITEM NO. A015		2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS					3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000B				5. CONTRACT REFERENCE SOW 3.4.3.1, 3.7.2			6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131									
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLOCK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION								
8. APP CODE A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE			b. COPIES					
16. REMARKS BLK 4: SEE ATTACHED TDP OPTION SELECTION WORKSHEET BLK 7: NUWC, CODE 2131 SHALL SIGN DD FORM 250 FOR ACCEPTANCE OF FINAL SUBMISSION ONLY. DRAFT AND DRAWING UPDATE DELIVERIES SHALL BE BY LETTER OF TRANSMITTAL ONLY. BLK 9: SEE ATTACHED ADDENDUM. BLK 10,12,13: DRAFT COPIES OF THE PRODUCTION PACKAGE TO BE SUBMITTED 60 DAYS PRIOR TO PCA/FCA. FINAL COPIES OF THE PRODUCTION PACKAGE SHALL BE DELIVERED 30 DAYS AFTER RECEIPT OF COMMENTS. SUBMIT REVISIONS TO DRAWINGS ASSOCIATED WITH CLASS I ECPS NLT 60 DAYS AFTER ECP APPROVAL. SUBMIT REVISIONS TO DRAWINGS FOR CLASS II CHANGES EVERY 60 DAYS. SUBMIT COMPLETE DWG PACKAGE W/CHANGES INCORPORATED NLT 60 MONTHS AFTER CONTRACT AWARD.								Draft			Final					
								Reg			Repr					
								2131 Gerry Roche			1 2					
								2131 RON REGO			1 1					
								LOCAL DCAS			1 1					
15. TOTAL								3			4			0		
G. PREPARED BY 2131 Gerry Roche				H. DATE			I. APPROVED BY DEPT DATA MANAGER				J. DATE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										<i>Form Approved</i> <i>OMB No. 0704-0188</i>	
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A. CONTRACT LINE ITEM NO.			B. EXHIBIT <div style="text-align: center;">A</div>			C. CATEGORY: TDP _____ TM _____ OTHER X					
D. SYSTEM/ITEM <div style="text-align: center;">MX 10624</div>				E. CONTRACT/PR NO. <div style="text-align: center;">N66604-3027-1DE5</div>				F. CONTRACTOR			
1. DATA ITEM NO. <div style="text-align: center;">A016</div>		2. TITLE OF DATA ITEM <div style="text-align: center;">TECHNICAL REPAIR STANDARDS (TRS)</div>					3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) <div style="text-align: center;">MIL-M-24784/7B</div>				5. CONTRACT REFERENCE <div style="text-align: center;">SOW 3.10.1</div>				6. REQUIRING OFFICE <div style="text-align: center;">NUWC DIVNPT, CODE 2131</div>			
7. DD 250 REQ <div style="text-align: center;">LT</div>		9. DIST STATEMENT REQUIRED <div style="text-align: center;">D</div>		10. FREQUENCY <div style="text-align: center;">SEE BLK 16</div>		12. DATE OF FIRST SUBMISSION <div style="text-align: center;">SEE BLOCK 16</div>		14. DISTRIBUTION			
8. APP CODE <div style="text-align: center;">A</div>		11. AS OF DATE <div style="text-align: center;">N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div style="text-align: center;">30 DARC</div>		a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repr	
16. REMARKS						2131 Gerry Roche		1	1		
BLK 8: ALLOW 90 DAYS FOR GOVERNMENT REVIEW. FINAL SUBMISSION SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.						2131 RON REGO		1	1		
BLK 9: SEE ATTACHED ADDENDUM.						2131 SUSAN COHICK		1	1		
BLK 10, 12: SUBMIT WITHIN 90 DAYS OF FIRST PRODUCTION DELIVERY.						LOCAL DCAS		1	1		
						15. TOTAL		3	3		
G. PREPARED BY <div style="text-align: center;">2131 Gerry Roche</div>				H. DATE		I. APPROVED BY <div style="text-align: center;">DEPT DATA MANAGER</div>			J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										<i>Form Approved</i> <i>OMB No. 0704-0188</i>				
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A				C. CATEGORY: TDP _____ TM _____ OTHER X						
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5				F. CONTRACTOR						
1. DATA ITEM NO. A017		2. TITLE OF DATA ITEM CONTRACTOR'S CONFIGURATION MANGEMENT PLAN						3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80858B				5. CONTRACT REFERENCE SOW 3.4				6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131						
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION						
8. APP CODE A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS BLK 4: MAY BE SUBMITTED IN CONTRACTOR FORMAT INCLUDING EQUIVALENT DETAIL. BLK 8: ALLOW 45 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12: SUBMISSION DUE CONCURRENT WITH PCA AUDIT. FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.								2131 Gerry Roche			1	1		
								2131 RON REGO			1	1		
								LOCAL DCAS			1	1		
15. TOTAL								3	3					
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER				J. DATE				

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188				
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X							
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR							
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES					3. SUBTITLE FIRST ARTICLE BASELINE REPORT							
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A				5. CONTRACT REFERENCE SEE BLOCK 16			6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION						
8. APP CODE A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS BLK 5: SOW 3.4.1, APP A 4.1.3, 4.4.2 BLK 9: SEE ATTACHED ADDENDUM. BLK 10,12&13: DRAFT COPIES OF THE PRODUCTION PACKAGE TO BE SUBMITTED 30 DAYS PRIOR TO FIRST ARTICLE TEST, AND 60 DAYS PRIOR TO FCA AND PCA. FINAL COPIES OF THE PRODUCTION PACKAGE SHALL BE DELIVERED 30 DAYS AFTER RECEIPT OF COMMENTS.								2131 Gerry Roche			1	1		
								2131 RON REGO			1	1		
								LOCAL DCAS			1	1		
15. TOTAL								3	3					
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER				J. DATE				

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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X							
D. SYSTEM/ITEM MX 10624				E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR							
1. DATA ITEM NO. A019		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES					3. SUBTITLE FIRST ARTICLE FCA/PCA PACKAGE							
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A				5. CONTRACT REFERENCE SOW 3.4.2, APP B			6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION						
8. APP CODE A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12: SUBMISSION DUE CONCURRENT WITH PCA AUDIT.								2131 Gerry Roche			1	1		
								2131 RON REGO			1	1		
								LOCAL DCAS			1	1		
15. TOTAL								3	3					
G. PREPARED BY 2131 Gerry Roche				H. DATE		I. APPROVED BY DEPT DATA MANAGER				J. DATE				

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.			B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER X					
D. SYSTEM/ITEM MX 10624			E. CONTRACT/PR NO. N66604-3027-1DE5			F. CONTRACTOR					
1. DATA ITEM NO. A020		2. TITLE OF DATA ITEM PRODUCTION PROGRESS REPORT				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DD 375			5. CONTRACT REFERENCE SOW 3.11, 7.0			6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION			
8. APP CODE N/A		SEE BLK 16		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Repr	
16. REMARKS BLK 9: SEE ATTACHED ADDENDUM. BLK 10,12&13: SUBMISSION DUE WITHIN (TEN) 10 DAYS AFTER THE FIRST DAY OF EACH MONTH, STARTING (TEN) 10 DAYS AFTER THE FIRST FULL MONTH AFTER CONTRACT AWARD.								2131 Gerry Roche		1	
								2131 RON REGO		1	
								LOCAL DCAS		1	
15. TOTAL										3	
G. PREPARED BY 2131 Gerry Roche			H. DATE			I. APPROVED BY DEPT DATA MANAGER			J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DD FORM 1423
CONTRACT DATA REQUIREMENTS LIST
BLOCK 16 ADDENDUM

BLOCK 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

CDRLs A001 thru A020:

BLOCK 9:

Distribution Statement D: Distribution authorized to DoD and DoD contractors only; Critical Technology; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT, Code 2131.

The following "EXPORT CONTROL WARNING NOTE" must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL Items.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

STATEMENT OF WORK FOR MX-10624 WINDOW

1 SCOPE

The purpose of this Statement of Work is to obtain MX-10624 Window for installation on U.S. Submarines and to provide spares to the stock system.

The MX10624B is an acoustic 'window' used in conjunction with the top sounding systems on board SSN688i, SSN21 & SSN 774 class submarines. Its primary purpose is to provide an *acoustically* transparent interface to seawater from the sensor by allowing high frequency acoustic signals to pass with little reflection or attenuation. Second, the window provides protection to the sensor from afloat debris and smoother conformance to the hull, thereby reducing flow noise.

2 APPLICABLE DOCUMENTS

The following documents, of the issue in effect on the date of request for proposal, form a part of the SOW for this procurement to the extent stated herein. Additional specifications and standards, applicable to this procurement, are referenced in the Navy documents identified herein.

2.1 Military Standards:

ASME Y14.100 - Engineering Drawing Practices

ASME Y14.24 - Types and Applications of Engineering Drawings

ASME Y14.34M - Associated Lists

ASME Y14.35M - Revision of Engineering Drawings and Associated Documents

MIL-STD-129P – Department of Defense Standard Practice Military Marking for Shipment and Storage

MIL-STD-130K – Identification Marking of U.S. Military Property

MIL-STD-167-1 – Mechanical Vibrations in Shipboard Equipment

MIL-STD-810F – Environmental Engineering Considerations and Laboratory Tests

MIL-STD-2073-1D – Standard Practice for Military Packaging

MIL-DTL-31000B - Technical Data Packages

MIL-DTL-24784/7B – Technical Repair Standards (TRS) for Hull, Mechanical, and Electrical (HM&E) Equipment, Electronic Equipment and Ordnance Equipment

2.2 Military Specifications:

MIL-S-901D - Shock Tests, H. I. (High Impact) Shipboard Machinery, Equipment and Systems, Requirements for

MIL-HDBK-781A – Reliability Test Methods, Plans, and Environments for Engineering, Development, Qualification and Production, Handbook for

MIL-PRF-5480G - Data, Engineering and Technical: Reproduction

2.3 Other Documents:

ISO 9001 -- Quality Management Systems -- Requirements
EIA-649 -- National Consensus Standard for Configuration Management

2.4 Government Furnished Information (GFI):

NAVSEA Drawing No. (53711-7335257) - Critical Item Product Specification for MX-10624 Window. The referenced document is unclassified with classified CONFIDENTIAL Appendix III removed.

DD Form 1692 for Engineering Change Proposal

DD Form 1694 for Deviation/Waiver

DD Form 1695 for Notice of Revision

DD Form 1696 for Specification Change Notice

Production Engineering Drawing Package (NAVSEA Dwgs 7333367 and 7333369) (unclassified) is available upon request. This drawing package is provided for INFORMATIONAL PURPOSES ONLY. Units produced to this drawing package have been successfully qualified by NUWC. Qualification of new suppliers may be performed at the Government's discretion. Accordingly, the government does not warrant any of the data in the MX-10624 production drawing package and a "build to print" approach may not constitute an adequate technical response. Request for the Production Engineering Drawing Package should be made to the Contracting Officer.

3 REQUIREMENTS

3.1 General Requirements

This SOW defines the fabrication, assembly, test, inspection, packaging, and delivery of first article and production of MX-10624 Window in accordance with the reference documents and GFI listed in paragraph 2.

3.2 Program Management

The contractor shall establish the tasks and Program Management to support planning, scheduling, manufacturing, and quality controls essential for fabrication, assembly, test, inspection, documentation, packaging, and delivery of First Article and production units of MX-10624 Window. Program Management shall be in effect for the duration of the contract.

3.3 Hardware

3.3.1 First Article Hardware

3.3.1.1 MX-10624 Window

The contractor shall fabricate, assemble, test, inspect, package and deliver First Article units. All First Article Windows shall meet the performance and environmental requirements of the Functional Baseline, NAVSEA Drawing (53711-7335257), and the First Article Test Baseline as defined in paragraph 4.1.3 of Appendix A. First Article Window shall be fabricated using written assembly procedures.

3.3.1.2 Waiver of First Article Hardware

The government reserves the right to waive the requirement for First Article and/or testing in part or in whole. In the event that First Article is waived completely, CLIN 0001 will be cancelled and all requirements and data deliverables specifically required for First Article hardware in this SOW, SOW Appendix A, and the Contract Data Requirements List (CDRL) will be cancelled.

3.3.2 Production Hardware

3.3.2.1 MX-10624 Window

The contractor shall fabricate, assemble, test, inspect, package and deliver production units. All production Windows shall meet the requirements of NAVSEA Drawing (53711-7335257) (GFI), of the Functional Baseline, and the Product Baseline as defined in paragraph 4.1.4 of Appendix A.

3.4 Configuration Management

The contractor shall establish and maintain a Configuration Management (CM) Program in accordance with SOW Appendix A. The requirements of SOW Appendix A shall be applicable to the extent required to meet the requirements of the SOW. The contractor shall maintain configuration control of the technical data package which includes all specifications, drawings and changes thereto, that make up the First Article Test Baseline, and Product Baseline for the duration of the contract.

The contractor shall develop a Configuration Management Plan to meet the requirements of SOW Appendix A. The plan shall be delivered in accordance with CDRL A017. The contractor shall make all internal Configuration Management plans and procedures available to the government, at the contractor's facility, for government review upon request. The contractor shall provide services for the review. The CM program shall be in effect for the duration of the contract.

3.4.1 First Article Test Baseline

The contractor shall establish the First Article Test Baseline identifying the configuration of the First Article unit in accordance with paragraph 4.1.3 of Appendix A. The First Article Test Baseline shall meet the requirements of the Functional Baseline. The First Article Test Baseline shall be maintained by the contractor in the First Article Baseline Report (CDRL A018) as defined in paragraph 4.1.3 of Appendix A. All documentation

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listed on the Baseline shall be made available to the government at least 30 days prior to First Article testing, and 60 days prior to the Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA).

3.4.2 First Article FCA/PCA

The contractor shall conduct a FCA and PCA in accordance with paragraph 4.4 of SOW Appendix A. The contractor shall provide data and documentation as defined in SOW Appendix B (CDRL A019).

3.4.2.1 FCA/PCA Plan

The contractor shall develop a Configuration Audit Plan to meet the requirements of paragraph 4.4 of SOW Appendix A. The plan shall be delivered in accordance with CDRL A001.

3.4.2.2 FCA/PCA Agenda and Minutes

The contractor and the government shall mutually agree on an FCA/PCA agenda. The agenda shall define all information necessary for conducting the audit. At the completion of the FCA/PCA, the contractor shall provide the minutes of the FCA/PCA in accordance with CDRL A002. The conference minutes shall document all resolutions and understandings and list all unresolved issues. All outstanding action items shall include the identification of the responsible party with a plan of action for resolution.

3.4.2.3 Audit Summary Report

At the completion of FCA/PCA and resolution of all outstanding issues, the contractor shall deliver an Audit Summary Report in accordance with CDRL A003. The Audit Summary Report shall include a PCA Certification Package as described in paragraph 4.4.3.5 of SOW Appendix A.

3.4.3 Product Baseline

The product baseline shall meet the requirements specified in paragraph 3.3.2 and the contractor developed drawings and changes thereto that document the configuration of production hardware. The product baseline shall be established prior to delivery of the first production units.

3.4.3.1 Drawings

The contractor shall develop engineering drawings and associated lists in accordance with ASME Y14.100, ASME Y14.24, ASME Y14.34M, and ASME Y14.35M.

Associated lists shall include parts lists, data lists, and index lists. Other documents shall include test/inspection procedures and process specifications. A drawing tree including all product drawings shall be provided. All engineering drawings, associated lists, test/inspection procedures and process instructions shall reflect the approved production baseline of the configuration item. To reflect the approved baseline configuration item all engineering drawings, associated lists, test/inspection procedures and process

specifications revision block shall state the revision as "-". Revision "-" reflects the product baseline. The order of all following revisions shall be designated as "A, B, C..." The engineering drawings shall be delivered as full size hard copies and as data files on Compact Disc (CD's) in latest AutoCAD compatible ".dwg" format. The electronic data files (.dwg's) shall be stand-alone files requiring no supporting files. The electronic data files (.dwg's) shall reproduce an exact reproduction of the hard copy originals. Schedule for delivery of engineering drawings shall be in accordance with CDRL A015. Final delivery shall incorporate all approved changes, and be delivered to the government at the end of the contract in accordance with CDRL A015.

3.4.3.2 Engineering Changes

Engineering Change Proposals (ECPs), Deviations/Waivers, Notices of Revision (NORs), and Specification Change Notices (SCNs) shall be developed in accordance with the requirements of Appendix A, and delivered in accordance with CDRLs A004, A005, A007, and A008 respectively. After the product baseline is established the contractor shall submit all changes to the technical data package. Government review will be for classification only with Class II ECPs, minor waivers/deviations.

3.4.4 Request for Nomenclature

The contractor shall request nomenclature for the MX-10624 Window in accordance with CDRL A009. Request for Nomenclature shall be submitted electronically using the Joint Electronic Type Designation Automated System (JTEDS).

3.4.5 Serial Numbers

Serial numbers shall be assigned as follows for the MX-10624 Window. Serial numbers for First Article samples will use the designation FA001 and continue consecutively for additional first article units. The government will assign production unit serial numbers at or before PCA.

3.5 Quality Assurance Program

The contractor shall establish and manage a comprehensive Quality Assurance (QA) program in accordance with the requirements of ISO-9001 and NAVSEA Drawing (53711-7335257). The QA Program shall address and include inspection system requirements. The contractor shall make all internal documentation available to the government, at the contractor's on-site facility, for government review upon request. The QA program shall be in effect for the duration of the contract.

3.5.1 Nonconforming Material

The contractor shall establish a system, including implementation of a Material Review Board (MRB), to ensure detection, handling and disposition of nonconforming material throughout the production phase of the contract. Changes resulting from MRB action shall be submitted to the government in accordance with the Configuration Management provisions of the contract.

3.6 Reliability

The contractor shall establish a Reliability Program in accordance with the Reliability Program Requirements defined in the MIL-HDBK-781A. The Reliability Program shall be fully integrated with the QA Program to ensure that there is no duplication of effort. The contractor shall make all internal documentation available to the government, at the contractor's on-site facility, for government review upon request. The Reliability Program shall be in effect for the duration of the contract.

3.6.1 Failure Review Board

The contractor shall establish a Failure Review Board (FRB) that shall be responsible for reviewing all failures, providing failure effects and criticality analysis, and establishing remedial corrective and preventative action. Failure Summary and Analysis Reports shall be delivered in accordance with CDRL A014.

3.7 First Article Test and Inspection

The contractor shall perform First Article tests and inspections in accordance with the Functional Baseline, NAVSEA Drawing (53711-7335257), and the First Article Test Baseline. In the event that First Article Units fail CIPS requirements, the contractor is responsible for implementing corrective action, which includes any necessary rework and retest, or candidate replacement.

3.7.1 First Article Acceptance Test Plan

The contractor shall make all internal First Article test planning documentation available to the government, at the contractors on-site facility, for government review upon request. The contractor shall provide services for the review.

3.7.2 First Article Test Support Documentation

Prior to conduct of First Article testing, the contractor shall make available to the government preliminary drawings, CDRL A015, and preliminary Acceptance Test Procedures, CDRL A010. The procedures shall establish applicable accept/reject criteria for First Article tests and inspections to ensure that hardware meets the requirements of the Functional Baseline, and the First Article Test Baseline. The First Article Acceptance Test Procedures shall be delivered in accordance with CDRL A010.

3.7.3 First Article Test Report

Upon successful completion of First Article testing, the contractor shall prepare a First Article Test Report. The First Article Test Report shall summarize applicable accept/reject criteria for tests/inspections cited in the CIPS and shall show actual test results on each First Article identified by serial number. The report shall be delivered in accordance with CDRL A012.

3.7.4 Government First Article Tests

The government reserves the right to observe any contractor performed First Article test and conduct any special testing that it deems necessary. The government will conduct explosive shock testing in accordance with MIL-S-901D (UNDEX). In the event that First Article Units fail CIPS shock test requirements, the contractor is responsible for implementing corrective action, which includes any necessary rework and retest, or candidate replacement. The government will perform additional First Article tests in accordance with the CIPS, NAVSEA Drawing (53711-7335257). The government may perform qualifying tests, vibration tests, environmental tests, dissection, and analysis on randomly selected samples of First Article units. Should the government decide to conduct special testing, the contractor shall deliver First Article test samples as specified by contract modification.

3.8 Production Testing

3.8.1 In Process Test/Inspection

The contractor shall perform in-process production tests/inspections to ensure that parts/assemblies and processes meet the form, fit, function, quality, and environmental requirements specified in the technical data package and the CIPS. The contractor shall utilize in-process test/inspection procedures established in the First Article sample fabrication phase, wherever feasible. The contractor may use their facilities or any commercial laboratory acceptable to the government for conduct of production tests/inspections.

3.8.2 Plant Acceptance Test

The contractor shall perform final acceptance testing of all production hardware items prior to delivery to the government. Acceptance testing shall ensure that all requirements of the technical data package and the CIPS are met. The contractor is also responsible for assuring that all supplies and services provided conform to technical and contract requirements.

3.8.2.1 Plant Acceptance Test Plan

The contractor shall perform acceptance test planning to ensure that all acceptance test provisions of the CIPS are performed. All internal test plans shall be made available to the government, at the contractor's facility, for government review upon request. The contractor shall provide services for the review. The contractor's internal plans shall include provisions to ensure that applicable acceptance data are accurately transcribed and packed with end item Window (Test Data Card) as well as to other required acceptance and production status reports.

3.8.2.2 Plant Acceptance Test Procedures

The contractor shall develop Plant Acceptance Test Procedures for testing of production hardware. Test procedures shall include tests performed during First Article acceptance

testing whenever possible. The procedures shall establish applicable accept/reject criteria for production tests and inspections to ensure that hardware meets the requirements of the Functional Baseline and the Product Baseline. Acceptance Test Procedures shall be delivered in accordance with CDRL A011.

3.8.2.3 Plant Acceptance Test and Inspection Reports

The contractor shall establish a test and inspection reporting system. The reporting system shall identify Plant Acceptance Test Procedures and record actual test results for each unit of production hardware by serial number, including date of acceptance by the government. The report shall identify units that failed Plant Acceptance Tests or were otherwise accepted only after rework and retest. The report shall explain the circumstances and corrective actions taken where rework occurred. The report shall record rework and retest results. The contractor shall deliver test and inspection reports in accordance with CDRL A012.

3.8.3 Government Testing

The government may use its own facilities, or any commercial laboratory for the conduct of any special tests/inspections it deems necessary. The government may elect at any time to randomly select a sample of production units for the purpose of repeating any inspection or test. In the event of failure to pass, the unit or units will be returned to the contractor for failure analysis and corrective action under the warranty provisions of the contract. When notified by the government, the contractor shall provide services for government testing.

3.8.4 Test Data

The contractor shall develop Test Data Cards for each Window to be delivered. Test Data Cards shall be delivered in accordance with CDRL A013.

3.8.5 Failure Reports

The contractor shall document units that failed First Article or Production testing, the nature of the failure, and rework accomplished leading to final acceptance. Failure Summary and Analysis Reports shall be delivered in accordance with CDRL A014.

3.9 Program Review/Audits

3.9.1 Preliminary Requirements Review

Within 90 days after the contract award, a Preliminary Requirements Review shall be conducted at the contractor's facility. This review shall evaluate the technical adequacy of the contractor's preliminary proposed build configuration, and ensure that it meets the requirements of the Functional Baseline, including review of the preliminary production documentation, Program Objectives and Milestone Schedule (POAMS), and risk mitigation plans for all Configuration Items.

3.9.2 Final Requirements Review

Prior to commencing assembly of the First Article Units, a Final Requirements Review shall be conducted at the contractor's facility. This review shall evaluate the contractor's final proposed build configuration and ensure that it meets the requirements of the Functional Baseline documentation. The review shall also include review of any changes in configuration since the Preliminary Requirements Review, and include quality control procedures, in-process tests and inspection procedures, critical manufacturing processes, plant acceptance test procedures and production plans.

3.9.3 Functional Configuration Audit/Physical Configuration Audit (FCA/PCA)

The contractor shall schedule and provide services for the government's conduct of a concurrent Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA) in accordance with paragraph 4.4 of Appendix A.

3.9.4 Production Program Reviews

Production Program Reviews are to include programmatic, technical and cost issues and will be held as required by the government. The location of the Program Reviews will alternate between the contractor's facility and the NUWCDIVNPT facilities in Newport, RI. The first Program Review shall take place at the contractor's facility within 90 days of authorization to commence production.

3.10 Integrated Logistics Support

3.10.1 Technical Repair Standards

The contractor shall develop Technical Repair Standards (TRS). Technical Repair Standards shall be delivered in accordance with CDRL A016. The TRS shall be delivered within 90 days of first production delivery.

3.11 Production Progress Reports

The contractor shall deliver Production Progress Reports prepared in the format shown in DD Form 375, Exhibit C (GFI). Progress Reports shall be delivered in accordance with CDRL A020.

3.12 Conferences

The contractor shall arrange conferences at the government's request, and document conference minutes and action items. The contractor shall provide Conference Minutes in accordance with CDRL A002.

4.0 SECURITY

The security level of this work is classified as CONFIDENTIAL.

5.0 ENVIRONMENTAL

The contractor shall be responsible for compliance with all local, state, and federal environmental regulations concerning hazardous materials and hazardous waste utilized and/or generated during the execution of this contract.

6.0 PACKAGING AND MARKING

The Windows shall be packaged in accordance with MIL-STD-129P and marked in accordance with NAVSEA Drawing (53711-7335257), and MIL-STD-130K. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1D. The units shall be cushioned to prevent movement and damage. Each Window and associated shipping container shall be marked with:

Unit nomenclature,
“M/F 2F COG STOCK
‘A’ CONDITION”,
Contract number,
Factory acceptance date,
Serial number,
Manufacturer’s CAGE code,
National Stock Number (TBD)

The Window’s shipping container shall contain test data card, a certificate of conformance and shall have shipping weight marked.

7.0 DELIVERY

For delivery TAC N128 applies.

The contractor shall deliver the First Article Test Windows to:

Naval Undersea Warfare Center
Division Newport
Receiving, NETC Bldg 47
47 Chandler St
Newport, RI 02841-1716
Attn: Gerry Roche, NUWCDIVNPT Code 2131

and the Production Windows to:

NAVSEA Detachment, Consolidated Stock Point
Material Representative (East)
Cheatham Annex, Building 13

N66604-3027-1DE5

108 Sandra Dr.
Williamsburg, VA 23185-8792

Voice: 757-887-7113
Fax: 757-877-7211

The monthly report (Production Progress report, DD form 375) (CDRL A020), defining the events of the month preceding delivery, is required until all material under the contract is delivered. Two (2) copies shall be delivered to NUWCDIVNPT, one (1) copy to Gerry Roche, Code 2131, and one (1) copy to Ronald J. Rego, Code 2131.

SOW APPENDIX A
ATTACHMENT 1A
CONFIGURATION MANAGEMENT REQUIREMENTS
FOR
MX-10624 Window

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1.0 SCOPE

1.1 PURPOSE

This Appendix establishes the requirements for the contractor's Configuration Management (CM) program in accordance with EIA-649.

2.0 REFERENCED DOCUMENTS

The following documents form a part of this appendix to the extent specified herein. In the event of any conflict or inconsistency between this document and the reference documents, this document shall take precedence.

2.1 MILITARY STANDARDS

ASME Y14.100	Engineering Drawing Practices
ASME Y14.24	Types and Applications of Engineering Drawings
ASME Y14.34M	Associated Lists
ASME Y14.35M	Revision of Engineering Drawings and Associated Documents
MIL-STD-130K	Identification Markings of U. S. Military Property

2.2 OTHER DOCUMENTS

EIA-649	National Consensus Standard for Configuration Management
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3.0 GENERAL REQUIREMENTS

The contractor shall provide and maintain a program for Configuration Management (CM) for the MX-10624 Window in accordance with the guidance provided in EIA-649. The EIA-649 paragraphs cited herein include all subparagraphs including referenced appendices unless they are specifically deleted or tailored herein.

3.1 CONTRACTUAL ORGANIZATION

The contractor shall implement an internal CM system to ensure that the responsibilities for CM and the relationships with other program functional groups are defined and included in program management planning using EIA-649 as a guideline. The contractor's CM Program shall include the following:

- a. The contractor shall designate a primary and alternative representative to act as the contractor's point of contact for all matters pertaining to configuration management in this contract.
- b. The contractor's representative shall be present, or otherwise be available, to support the contractor's proposed Class I engineering changes and Requests for Deviation/Waiver at the government Change Control Board meetings.
- c. CM shall be represented on other contractor boards which meet (such as "Material Review Board", etc.) and the degree of participation and authority on these boards shall be defined.
- d. The contractor's CM plans and procedures for configuration baseline identification, configuration control, configuration status accounting and configuration audits shall be defined in the contractor CM Plan.

3.1.1 Subcontractor Configuration Management Requirements

The contractor shall ensure that the requirements of this document are applied to subcontractors and suppliers, to the extent necessary to ensure that the configuration integrity of hardware meets the requirements of the SOW.

3.2 GOVERNMENT SURVEILLANCE OF CONTRACTOR CONFIGURATION MANAGEMENT

The NUWCDIVNPT program office and on-site government personnel (DCMC) shall be responsible for surveillance of the contractor's CM program to ensure compliance with contractual requirements. Surveillance will begin at the time of contract award. The contractor shall make available all documents implementing the contractor's CM program. The government will have access to the Contractor's internal information system used to control all engineering changes. The contractor shall provide subcontractor CM documents at the government's request.

4.0 CONFIGURATION REQUIREMENTS

4.1 CONFIGURATION IDENTIFICATION

Baselines applicable to this procurement are the Functional Baseline, the First Article Test Baseline and the Product Baseline. These and other elements of configuration identification are described in the following paragraphs.

4.1.1 Configuration Item

The Configuration Item (CI) for this contract is the MX-10624 Window.

4.1.2 Functional Baseline

The Functional Baseline is established at contract award and consists of those documents identified in the Statement of Work and the documents referenced therein. Each configuration item shall be constructed, and tested in accordance with the Functional Baseline and any authorized changes thereto, until the establishment of the Product Baseline for the CI.

4.1.3 First Article Test Baseline

After the Critical Requirements Review (CRR), and prior to the start of First Article Testing (FAT), a First Article Test Baseline shall be established by the contractor, to monitor and define the hardware configuration identification during testing and shall consist of the engineering documentation that defines each CI under test. The baseline shall be recorded in the First Article Baseline Report (CDRL A018). The First Article Baseline Report shall include the list of drawings and their revision letters that accurately define the First Article units under test.

4.1.4 Product Baseline

The Product Baseline shall consist of the engineering documentation, including inspection and acceptance test requirements that define the CI's identified in paragraph 4.1.1. The Product Baseline shall be established upon completion of the Functional and Physical Configuration Audits (FCA and PCA) and shall reflect the correction of configuration audit deficiencies. Each configuration item shall be built in accordance with the Product Baseline and authorized changes thereto. The Product Baseline drawings revision letters shall be in accordance with SOW Para 3.4.3.1.

4.1.5 Nomenclature, Serial Number Assignments and Identification Plates

The contractor shall provide requests for revisions to Nomenclature, serial number assignments, and identification plates.

4.2 CONFIGURATION CONTROL

The contractor shall evaluate, review and implement all government-approved changes to the approved product baseline, as defined in the SOW. All Engineering Changes, Deviations/Waivers, Specification Changes and Notices of Revision to the Product Baseline established under this contract shall be prepared in accordance with the Engineering Changes requirement of the SOW using EIA-649 as a guideline for classification.

4.2.1 Class I ECPs Major Deviations/Waivers

Class I ECPs, Major Deviations/Waivers are defined in EIA-649. The contractor shall prepare Class I ECPs, Deviations/Waivers in accordance with the Engineering Changes requirement of the SOW using EIA-649 as a guideline for classification. Prior to the preparation of Class I ECPs and Requests for Deviation (RFDs), the need for a change must be established by technical investigation and analysis by the contractor. The contractor shall prepare preliminary ECP and RFDs when the investigation has produced sufficient evidence to justify the need for an engineering change.

a. The preceding does not preclude the contractor from voluntarily developing ECPs. The Procuring Contracting Officer (PCO) or his representative may require at any time in writing, the contractor to develop a Class I ECP within the scope of the contract.

b. The contractor shall, upon request by the government, provide an estimate of the number and kind of man-days considered necessary to prepare a formal ECP.

4.2.2 Engineering Release

The contractor shall assure that all Engineering releases are processed through the CM authority and that configuration identification, change control, and status accounting of engineering releases are accurately maintained to ensure compatibility, traceability, integrity, and control of configuration items.

4.2.3 Specification Change Notice (SCN)

Specification Change Notices (SCNs), when required, shall be prepared in the format specified by the SOW.

4.2.4 Class II ECPs/Minor Deviations/Waivers

Class II ECPs and Minor Deviations (RFD) are defined in EIA-649. The contractor shall submit copies of such changes in electronic format to the DCMC for concurrence in classification only at the contractor's Change Control Board or Material Review Board. Should the contractor proceed with the change prior to government concurrence in classification, they shall do so at their own risk.

4.3 CONFIGURATION STATUS ACCOUNTING (CSA)

The contractor shall implement a CSA system using EIA-649 as a guideline.

4.4 CONFIGURATION AUDITS

The contractor shall schedule and provide services for the government's conduct of Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs) for the first article units using EIA-649 as a guideline at the times scheduled on the government-approved milestone schedule. The FCA/PCA shall be held at the contractor's manufacturing facility.

Additionally, configuration audits may be conducted:

- a. On the configuration change portion of a major engineering change when the modification to the equipment consists of a functional change to the product baseline.
- b. Following a major change in the manufacturing process.
- c. When the released engineering documentation does not fully and accurately reflect the configuration being produced.
- d. To verify the correction of major discrepancies identified in a previous PCA.

The contractor shall provide the facilities, personnel, and documentation to conduct the audit. The contractor shall prepare a data package (CDRL A001) with applicable data required for the audit. The contractor shall prepare an agenda and minutes for each audit (CDRL A002). The government-approved agenda shall include the audit schedule. The minutes shall document the audit findings and planned corrective actions for reported discrepancies.

4.4.1 Audit personnel

The audit team will consist of government personnel and contractor personnel. The audit team will be chaired by the PMS425 Configuration Manager or his designated representative.

The audit team chairman will have the authority to recommend acceptance or rejection of the equipment.

The contractor shall document (CDRL A002) and include in the audit, minutes, reasons for rejection and disapproval by the audit team and the specific deficiencies shall be noted for further PMS425 review.

4.4.2 Functional Configuration Audit (FCA)

A Functional Configuration Audit (FCA) serves to verify that the system is compliant with the requirements of the CIPS. The functional audit shall be conducted using EIA-649 as a guideline. Prior to the beginning of the FCA the contractor shall provide to the government the First Article Test Baseline documentation (CDRL A018) which fully defines the CI to be audited, and as defined in paragraph 4.1.3 of this appendix. Upon resolution of all FCA problem areas, First Article Test Baseline documentation shall be updated to reflect all necessary changes.

4.4.3 Physical Configuration Audit

The hardware PCA shall verify that the first article test unit as-built hardware conforms fully to the First Article Test Baseline Report. The FCA shall have been successfully completed prior to the beginning of the PCA. All drawings and documentation that were "vaulted" prior to the beginning of the FCA shall be delivered to the government along with all other documentation that the government requests prior to PCA. The PCA shall be conducted using EIA-649 as a guideline. Once the PCA is completed and the government acceptance received, then the contractor shall be responsible to maintain the established Product Baseline for each CI that has passed PCA.

4.4.3.1 Change Moratorium

When the PCA is conducted, a moratorium on changes shall be imposed during the period of audit. All changes in the process of being incorporated into the hardware, and documentation shall be presented to the audit team as the listing of outstanding changes.

4.4.3.2 Audit Scope

The removal of circuit card assemblies, modules, and replaceable assemblies/parts is required to make visible all assemblies for audits. The PCA shall include 100% review of all items identified as repair parts. Access to the equipment in various stages of assembly may be requested by the audit team.

4.4.3.3 Workmanship Discrepancies

In the event that the PCA should incidentally disclose a workmanship problem as opposed to a difference between hardware and baseline documentation, the problem shall be documented (CDRL A003) and referred to the Administrative Contracting Officer and Technical Engineering Agent for resolution.

4.4.3.4 Equipment Retest

The contractor shall conduct a government-approved retest (GFI) of the audited items after the discrepancies have been identified to ensure that no faults were induced during PCA process.

Production of units shall not commence until all differences between the baseline documentation identified in paragraph 4.1.4 above have been resolved and the resolution approved by the government.

4.4.3.5 PCA Completion

PCA findings will be released at the conclusion of the audit. Upon completion of the PCA, the contractor shall prepare and submit, as part of the audit report, the PCA Certification Package (CDRL A003). The PCA Certification Package shall contain all the discrepancies found during the PCA, changes required to the product baseline as a result of the audit and implementation status of all agreed to discrepancies affecting the as-built hardware and provide proof of incorporation. Such changes shall be appropriately flagged for ready identification, and the contractor shall certify that all such changes are flagged.

SOW APPENDIX B
ATTACHMENT 1B
DATA AND DOCUMENTATION AVAILABLE
FOR REVIEW AND INSPECTION AT
PHYSICAL CONFIGURATION AUDIT (PCA PACKAGE)

**DATA AND DOCUMENTATION AVAILABLE
FOR REVIEW AND INSPECTION AT PHYSICAL
CONFIGURATION AUDIT (PCA PACKAGE)**

NOTE: This data documentation shall be provided to Physical Configuration Audit (PCA) Team Members or otherwise made readily available for review and inspection (CDRL A019) during on-site PCA. The requirements are stated in the context of audit of the data and documentation intended for configuration management of the production of the MX-10624 Window as represented by the First Article sample and separate piece parts thereof.

APP. 1 Cover Sheet, Certification, and Table of Contents comprising: identification of the MX-10624 Window by nomenclature and assigned serial numbers; listing and identification of major parts; manufacturer's certification of accuracy; and table of contents shall be included as front material in the PCA Package.

APP. 2 Drawings of the First Article Sample MX-10624 Window including descriptions of any changes and reasons for each change shall be included in or attached to the PCA Package.

APP. 3 Configuration Accountability record describing the status of engineering drawing changes and list of materials shall be included in the PCA Package.

APP. 4 Inspection/Test Flow Chart which illustrates where in the production chain each inspection/test is performed, and an accompanying list of inspection/test criteria and procedures shall be included in the PCA Package. The inspection and procedures documentation shall be available for review as requested during PCA.

APP. 5 Manufacturing Methods and Process Sheets which describe production procedures, processes, and fixtures used in production of the MX-10624 Window shall be listed in the PCA Package. The manufacturing methods and process sheets documentation shall be made available for review as requested during PCA.

APP. 6 Incoming Inspection Control Procedures including the contractor's procurement specifications, list of vendors, and incoming inspection/test criteria and procedures shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 7 Test Procedures for production and production control inspection of the MX-10624 Window shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 8 Test Methods sheets and Standards Selection Procedures describing the operation and calibration of test equipment used for production and production control tests shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 9 Nonstandard Parts and Parts Requiring Source Control shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 10 Work Sheets in sufficient quantity for recording the details of the PCA findings and planned corrective actions shall be included in the PCA Package.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED CONFIDENTIAL b. LEVEL OF SAFEGUARDING REQUIRED CONFIDENTIAL																																																																																				
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (x and complete as applicable)																																																																																					
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	b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	Revision No.	Date (YYMMDD)																																																																																			
X	c. SOLICITATION OR OTHER NUMBER N66604-3027-1DE5		c. FINAL (Complete item 5 in all cases)		Date (YYMMDD)																																																																																			
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																								
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.																																																																																								
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) a. NAME, ADDRESS, AND ZIP CODE THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON CONTRACT AWARD. b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)																																																																																								
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT MX-10624 WINDOW FOR INSTALLATION ON U.S. SUBMARINES AND PROVISION OF SPARES TO THE STOCK SYSTEM.																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;">10. THIS CONTRACT WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 40%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>b. RECEIVED CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>d. FORMERLY RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>e. INTELLIGENCE INFORMATION:</td> <td></td> <td style="text-align: center;">X</td> <td>e. PERFORM SERVICES ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (1) Sensitive Compartmented Information (SCI)</td> <td></td> <td style="text-align: center;">X</td> <td>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (2) Non-SCI</td> <td></td> <td style="text-align: center;">X</td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>g. NATO INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>i. HAVE TEMPEST REQUIREMENTS</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>h. FOREIGN GOVERNMENT INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>i. LIMITED DISSEMINATION INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>j. FOR OFFICIAL USE ONLY INFORMATION</td> <td style="text-align: center;">X</td> <td></td> <td rowspan="2">l. OTHER (Specify)</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>k. OTHER (Specify)</td> <td></td> <td style="text-align: center;">X</td> <td></td> <td></td> </tr> </table>						10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X	b. RESTRICTED DATA		X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY		X	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X		d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X	e. INTELLIGENCE INFORMATION:		X	e. PERFORM SERVICES ONLY		X	(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X	(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X		f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X	g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X	h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X	i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X	j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		X	k. OTHER (Specify)		X		
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12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST: OPNAVINST S5513.5B, ENCL. (2.1) - ACTIVE/PASSIVE/SPECIAL PURPOSE SUBMARINE SONARS AN/BQA-8; AN/BQH-8; AN/BQQ-3, -5B/C, -6 -9; AN/BQR-7, -15, -19, -20, -21, -T4; AN/BQR-22 SERIES (LESS AN/BQR-22A (EC-15)); AN/BQR-23; AN/BQS-4, -14, -15, -24, AND OL-218/BQ. OPNAVINST S5513.5B, ENCL. (3) - ACOUSTIC WARFARE, SUBMARINE. OPNAVINST S5513.5B, ENCL. (34.1) - SONAR AND ACOUSTIC WARFARE EXPLORATORY DEVELOPMENT.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS CONFIDENTIAL.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

01 FEBRUARY 2009

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

RONALD J. REGO, CODE 2131, (401) 832-6447

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.)

YES

X

NO

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

YES

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

LESLIE GATES

b. TITLE

Contracting Officer

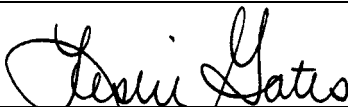
c. TELEPHONE (Include Area Code)

401-832-4296

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).